



Registration of a Charge

Company name: **LANGTREE DARESBUY LIMITED**

Company number: **07374351**



X49VGX7D

Received for Electronic Filing: **19/06/2015**

Details of Charge

Date of creation: **12/06/2015**

Charge code: **0737 4351 0001**

Persons entitled: **LANGTREE LAND AND PROPERTY PLC AS LENDER**

Brief description: **THE FREEHOLD PROPERTY TO BE KNOWN AS TECH SPACE 1
AND CURRENTLY FORMING PART OF THE PROPERTY KNOWN AS
SCITECH DARESBUY, KENWICK LANE, DARESBUY WARRINGTON
REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CH601192.**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7374351

Charge code: 0737 4351 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th June 2015 and created by LANGTREE DARESBURY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2015 .

Given at Companies House, Cardiff on 22nd June 2015

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 12 June 2015

(1) LANGTREE DARESBURY LIMITED (AS CHARGOR)

(2) LANGTREE LAND AND PROPERTY PLC
(AS LENDER)

DEBENTURE


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THIS DEBENTURE is made on 12 June 2015
BETWEEN:-

- (1) Langtree Daresbury Limited (a company registered in England and Wales) with company number 07374351 whose registered office is at Centrix House, Crow Lane East, Newton Le Willows, St Helens, Merseyside WA12 9UY (the "Chargor") and
- (2) LANGTREE LAND AND PROPERTY PLC, a company incorporated in England and Wales with registered number 01604509 and whose registered office is at Centrix House, Crow Lane East, Newton Le Willows, St Helens, Merseyside WA12 9UY (the "Lender").

THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1.1 Definitions

In this Debenture:-

"Account"

means any account opened or maintained by the Chargor at any bank or financial institution

"Charged Property"

means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Lender by or pursuant to this Debenture

"Enforcement Action"

means:-

- (a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand
- (b) the taking of any steps to enforce or require the enforcement of this Debenture (including the crystallisation of any floating charge)
- (c) the making of any demand against the Chargor in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities
- (d) the exercise of any right of set-off against the Chargor in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the Chargor's clearing bank
- (e) the suing for, commencing or joining of any legal or arbitration proceedings against the Chargor to recover any Secured Liabilities or
- (f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to the Chargor

"Enforcement Date"	means the date on which the Lender first takes Enforcement Action
"Event of Default"	means the occurrence of any of the events listed in Clause 16 (<i>Events of Default</i>) of the Loan Agreement;
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Finance Documents"	has the meaning given to it in the Loan Agreement
"Fixtures"	means all things of any kind now or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures
"Insurances"	means any policy of insurance or assurance in which the Chargor has an interest and all claims and rebates of premium under any such policy
"Intellectual Property"	means any of the following in which the Chargor has an interest:- <ul style="list-style-type: none"> (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above (b) any invention, copyright, design right or performance right (c) any trade secrets, know-how and confidential information and (d) the benefit of any agreement or licence for the use of any such right
"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland
"Loan Agreement"	means the agreement entered into on or around the date of this Debenture between the Lender and the Chargor for the provision of a term loan of £7,000,000.
"Loose Plant and Equipment"	means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as a capital asset which is not

Fixed Plant and Equipment

"LPA"

means the Law of Property Act 1925

"Monetary Claims"

means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt

"Notice of Charge or Assignment"
means a notice of charge or assignment in such form as may be specified by the Lender

"Project Documents"

means:

- (a) the Construction Contract;
- (b) the Construction Contract Guarantee;
- (c) the Forward Sale Agreement;
- (d) the Performance Bond;
- (e) Base Build Works Agreement; and
- (f) any other document entered into after the date of this Agreement and designated as a "Project Document" by the Lender

"Receiver"

means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property

"Related Rights"

means in relation to any Charged Property

- (a) the proceeds of sale of any part of that Charged Property
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property

"Secured Liabilities"

means all present and future liabilities and obligations of the Chargor to the Lender (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) under or in connection with the Finance Documents and all present and future liabilities and obligations of the Chargor including, in each case,

without limitation interest, commission, costs, charges and expenses charged by the Lender at rates specified under the Finance Documents or as otherwise agreed between it and the Chargor

"Securities"

means all the right, title and interest of a Chargor, now or in the future, in any:-

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person and
- (c) units or other interests in any unit trust or collective investment scheme

"Security"

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

1.2

Interpretation

In this Debenture, unless the context otherwise requires:-

- 1.2.1 words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender;
- 1.2.2 the term "assets" includes all property, rights and revenues whatsoever, and wheresoever, present and future;
- 1.2.3 references to a "guarantee" include an indemnity or any other form of surety;
- 1.2.4 an Event of Default is "continuing" if it has not been waived;
- 1.2.5 all references to documents include all variations and replacements of such documents and supplements to such documents;
- 1.2.6 all references to a party include references to its personal representatives, permitted assigns and transferees and its successors in title;
- 1.2.7 references to persons include bodies corporate, unincorporated associations and partnerships; and
- 1.2.8 words and phrases defined in the Companies Act 2006 have the same meanings in this Debenture but the word "company" includes any body corporate.

1.3

Statutes and headings

In this Debenture:-

- 1.3.1 any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and
- 1.3.2 headings are for reference purposes only and shall not affect the construction of anything in this Debenture.
- 1.4 **Clauses and Schedules**
- In this Debenture references to "Clauses" are to the clauses or sub-clauses of this Debenture and references to the "Schedule" are to the schedule to this Debenture. The Schedule shall be treated as an integral part of this Debenture and references to this Debenture shall include the Schedule.
2. **COVENANT TO PAY**
- 2.1 **Secured Liabilities**
- The Chargor covenants that it will on demand of the Lender pay and discharge any or all of the Secured Liabilities when they become due.
- 2.2 **Interest**
- The Chargor covenants to pay interest to the Lender upon any sum demanded in accordance with Clause 2.1 (Secured Liabilities) until payment (both before and after any judgment) at the rate of two per cent. above the Bank of England base rate from time to time.
3. **CHARGES**
- 3.1 **Mortgages and Fixed Charges**
- As a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender all its right, title and interest from time to time in each of the following assets:-
- 3.1.1 by way of first legal mortgage all Land which is described in Schedule 1 (if any) and all other Land now vested in the Chargor;
- 3.1.2 by way of first fixed charge all other Land now vested in the Chargor (to the extent not effectively charged by Clause 3.1.1) and all Land acquired by the Chargor after the date of this Debenture.
- 3.1.3 by way of first fixed charge:-
- (a) the Securities;
 - (b) the Intellectual Property;
 - (c) the Monetary Claims;
 - (d) the Fixed Plant and Equipment;
 - (e) the Loose Plant and Equipment;
 - (f) all monies standing to the credit of the Account;

(g) the Insurances;

(h) the Related Rights under or in connection with the Securities, the Account, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment; and

(i) its present and future goodwill and uncalled capital.

3.2 Floating Charge

As continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charges by way of first floating charge in favour of the Lender the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by this Debenture, including, without limitation, any heritable property or the Chargor situated in Scotland.

3.3 Assignments

As continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee assigns absolutely in favour of the Lender, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets:-

3.3.1 all rights under each of the Project Documents; and

3.3.2 any agreement to which it is a party and which is not mortgaged or charged under Clause 3.1 (*Mortgages and Fixed Charges*) or assigned under Clause 3.3.1 (*Assignments*),

together with all Related Rights in respect of such Charged Property.

3.4 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Lender.

3.5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Debenture.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Lender may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:-

4.1.1 the Enforcement Date has occurred;

4.1.2 the Lender considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or

4.1.3 the Lender considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Debenture.

4.2 Crystallisation: Automatic

The floating charge created by Clause 3.2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if:-

4.2.1 the Chargor creates or attempts to create any Security over any of the Charged Property; or

4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or

4.2.3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor, over all or any part of its assets, or if such person is appointed.

4.3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:-

4.3.1 the obtaining of a moratorium; or

4.3.2 anything done with a view to obtaining a moratorium, under Schedule A1 to the Insolvency Act 1986.

5. PERFECTION OF SECURITY

5.1 Notices of Charge

The Chargor shall deliver to the Lender (or procure delivery of) Notices of Charge or Assignment duly executed by, or on behalf of, the Chargor:-

5.1.1 In respect of the Insurances, on the date of this Debenture and promptly upon purchasing any further Insurance after the date of this Debenture;

5.1.2 In respect of each Account, on the date of this Debenture and promptly upon the opening of any further Account after the date of this Debenture;

5.1.3 In respect of each Project Document on the date of this Debenture and promptly upon the entering into of any further Project Document after the date of this Debenture and

5.1.4 In respect of any other asset which is the subject of a charge pursuant to Clause 3.1.3 promptly upon the request of the Lender from time to time,

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Charge or Assignment is addressed.

5.2 Delivery of Documents of Title

The Chargor shall upon the execution of this Debenture (or, if later, upon receipt or entitlement thereof), deposit with the Lender and the Lender during the continuance of this security shall be entitled to hold all deeds, certificates and other documents of title relating to Land, the Securities and the Insurances. In the case of the Securities, the Chargor shall also deliver such stock transfer forms or other instruments of transfer (stamped and executed in blank by the Chargor) as the Lender may request.

5.3 Application to the Land Registry

The Chargor is to apply to the Land Registry for a restriction to be entered on the proprietorship register of the title to the Charged Property in the form of the restriction set out below

5.3.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed by Langtree Land and Property plc of Centix House Crow Lane East Newton-le-Willows WA12 9UY or their conveyancer that the provisions of Clause 7.2 of a Debenture dated [insert date of the Debenture] made between (1) Langtree Daresbury Limited and (2) Langtree Land and Property plc have been complied with or that they do not apply to the disposition."

5.3.2 a notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the security created by the charge dated [insert date] in favour of [insert name of Lender] has been created for the purpose of securing such further advances.

6. FURTHER ASSURANCE

6.1 General

The Chargor shall, at its own expense, at any time when required by the Lender, execute and deliver to the Lender:-

6.1.1 a valid legal mortgage of any Land now or in the future owned by the Chargor;

6.1.2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land now or in the future belonging to the Chargor;

6.1.3 a legal assignment or other fixed Security over all or any of the Charged Property;

6.1.4 where any of its assets are situated outside England and Wales, such fixed security (or such security in that jurisdiction most closely akin to fixed security) under the law of the place where the asset is situated as the Lender may require; and

6.1.5 a notice to any third party of any of the charges or assignments created by or pursuant to this Debenture,

in each case, in the Lender's standard form or such other form as the Lender may require.

6.2 Other acts

Without prejudice to Clause 6.1 (General), the Chargor shall, at its own expense, at any time when required by the Lender, do and concur in all acts or things as the Lender may deem necessary or desirable for the purpose of the creation, perfection, protection or maintenance of any of the Security intended to be created by this Debenture over all or any of the Charged Property or to facilitate the enforcement of that Security, or the exercise of any powers or discretions intended to be vested in the Lender or any Receiver by this Debenture.

7. RESTRICTIONS ON DEALING

7.1 Negative Pledge

The Chargor undertakes that it shall not, at any time during the subsistence of this Debenture, create or permit to subsist any Security over all or any part of the Charged Property.

7.2 Disposals

The Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Debenture, except with the prior written consent of the Lender, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until:-

7.2.1 the floating charge created by Clause 3.2 (*Floating Charge*) is converted into a fixed charge; or

7.2.2 the occurrence of the Enforcement Date,

the Chargor may hold, enjoy and deal with the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage.

7.3 Exercise of Rights

The Chargor shall not exercise any of its respective rights and powers in relation to any of the Charged Property in any manner which, in the opinion of the Lender, would prejudice the effectiveness of, or the ability of the Lender to realise, the security created by or pursuant to this Debenture.

8.

LAND

The Chargor shall (with the intent that this Clause 8 (*Land*) shall apply in relation to all Land now vested in the Chargor or acquired by the Chargor after the date of this Debenture):-

8.1

Repair and Alterations

8.1.1 keep or cause to be kept all buildings and Fixtures from time to time on or in any of its Land and all other plant, machinery and equipment belonging to it in good and substantial repair and good working order;

8.1.2

not, without the prior written consent of the Lender, make or permit the making of any alteration or addition to any of its Land (other than internal non-structural alterations) or commit or permit any person to commit any waste upon or injure or in any manner or by any means lessen the value of its Land or sever or permit to be severed from any of its Land any Fixtures except for the purpose of replacing them as soon as practicable with others of equal or greater value; and

8.1.3

permit any authorised representative of the Lender at any time to enter any of its Land for any purpose without becoming liable to account as a mortgagee in possession and to inspect and test any work being carried out and, where any breach of covenant, defect, disrepair or unauthorised alteration, improvement or addition shall be found, remedy all such breaches and execute all such repairs or removals as the Lender may require within 28 days after notice (or immediately, in case of emergency);

8.2 Statutes

8.2.1 comply with the provisions of all statutes and the requirement of any competent authority affecting any of its Land or the use of any of its Land or anything done on any Land; and

8.2.2 ensure that all consents and approvals under all statutes and the regulations and codes of practice of any competent authority affecting any of its Land have been obtained and are complied with, and produce on demand such evidence as the Lender may require to satisfy itself that such consents and approvals have been obtained and are complied with;

8.3 Leases

8.3.1 pay the rents and observe and perform all covenants, conditions, agreements or obligations on its part to be observed and performed contained in any lease under which any of its Land is held by the Chargor and any licence, consent or approval given under any lease, and use its best endeavours to enforce observance and performance of the lessor's covenants in any lease;

8.3.2 not accelerate or defer payment of any moneys payable under any such lease and where any lease contains a provision for the review of rent promptly notify the Lender of any attempt by the lessor to implement a review but not agree the reviewed rent or appoint or agree to the appointment of a third party to determine a rent review without the prior written consent of the Lender;

8.3.3 not to apply for any licence, consent or approval under any such lease or any superior lease without the prior written consent of the Lender; and

8.3.4 promptly give notice to the Lender if the Chargor receives notice under section 146 of the LPA or any proceedings are commenced for forfeiture of any such lease or any superior lease or the lessor or any superior lessor re-enters or attempts to re-enter thereunder and at the request of the Lender but at the cost of the Chargor take such steps as the Lender may require in relation thereto;

8.4 Power of Leasing

not, without the prior written consent of the Lender, exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagees by common law or by statute or create or suffer to be created a tenancy of any description of any of its Land or confer or permit to be conferred upon any person any contractual licence, right or interest to occupy or use or grant any licence or permission to assign, underlet or part with possession of the whole or any part of its Land or agree to do any of the foregoing, and sections 99 and 100 of the LPA shall not apply to this Debenture;

8.5 Compulsory Acquisition

not without the prior written consent of the Lender enter into any negotiations with any competent authority with regard to the compulsory acquisition of any of its Land or consent to the compulsory acquisition of any of its Land, and, if so requested by the Lender, permit the Lender or its authorised representatives to conduct such negotiations or to give such consent on the Chargor's behalf;

8.6 Outgoings

pay as and when the same become due all rates, taxes, duties, charges, assessments and other outgoings payable in respect of its Land; and

8.7 Encumbrances

comply with:-

8.7.1 all obligations, covenants, exceptions, reservations, licences, approvals, consents, stipulations, restrictions and conditions to which it is subject including, but without limitation, those relating to any of its Land or the use or enjoyment of any of its Land or imposed upon the Chargor as owner, occupier or user, as the case may be, of any of its Land; and

8.7.2 its obligations under any Security having priority to the Security created by or pursuant to this Debenture.

8.8 Insurance Clause

The Chargor shall at all times during the subsistence of this Debenture:-

8.8.1 keep the Charged Property insured with those insurances normally maintained by prudent companies carrying on a similar business and with an insurance officer or underwriters to be approved by the Lender in writing from time to time and otherwise in accordance with the terms of the Finance Documents; and

8.8.2 promptly pay all premiums and other moneys payable under all its insurances or procure that such is done and not do or omit to do or permit or suffer to be done or omitted to be done, anything which might render any Insurance required by this clause void, voidable or unenforceable.

9. DEMAND AND ENFORCEMENT

9.1 Enforcement

This Debenture shall become enforceable in respect of and against the Chargor:-

9.1.1 upon the occurrence of an Event of Default;

9.1.2 upon any request being made by the Chargor to the Lender for the appointment of a Receiver or for the Lender to exercise any other power or right available to it;

9.1.3 upon the occurrence of any event causing, or purporting to cause, the floating charge created by this Debenture to become fixed in relation to any Charged Property; or

9.1.4 upon the passing of any resolution, or the presentation of a petition, for winding up of the Chargor or the making of an application for an administration order in relation to the Chargor or the taking of any steps in relation to the appointment of an administrator of the Chargor.

9.2 Demand for payment

Any demand for payment, and any other notice to be given by the Lender under this Debenture, shall be in writing and may be signed by any authorised signatory on behalf of the Lender, and may be made or given to the Chargor at any place of business of the Chargor, or the registered office of the Chargor:-

9.2.1 by delivering it to any such place; or

9.2.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00am on the next Business Day after posting, and proof of posting shall be proof of delivery); or

9.2.3 by sending it by fax to any fax number of the Chargor (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).

9.3 Powers on enforcement

At any time after this Debenture has become enforceable, the Lender may (without prejudice to any other rights and remedies and without notice to the Chargor) do all or any of the following:-

9.3.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 108(1) of the LPA; and

9.3.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA.

10. RECEIVERS

10.1 Appointment

At any time after this Debenture has become enforceable in respect of and against the Chargor, the Lender may appoint any person or persons to be a Receiver or Receivers of all or any part of the Charged Property of the Chargor charged under this Debenture or an administrator of the Chargor. An appointment over part only of such Charged Property shall not preclude the Lender from making any subsequent appointment over any other part of such Charged Property.

10.2 Appointment in writing

The appointment of a Receiver shall be in writing, and may be signed by any authorised signatory on behalf of the Lender. Where more than one person is acting at any time as Receiver, they shall have power to act severally as well as jointly.

10.3 Remuneration

The Lender may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in section 108(6) of the LPA) and may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

10.4 Powers

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until the Chargor goes into liquidation from which time he shall act as principal and shall not become the agent of the Lender, and the Receiver shall have and be entitled to exercise in relation to the Charged Property all the powers:-

10.4.1 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA.

10.4.2 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;

10.4.3 and rights that an absolute owner would have in relation to any Charged Property; and

10.4.4 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

11. POWER OF ATTORNEY

11.1 Appointment

The Chargor hereby irrevocably and by way of security appoints:-

11.1.1 the Lender (whether or not a Receiver has been appointed); and also

11.1.2 (as a separate appointment) each Receiver,

severally as the attorney and attorneys of the Chargor with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this Debenture, or which the Lender in its sole opinion may consider necessary or desirable for perfecting the Lender's title to any of the Charged Property of the Chargor or enabling the Lender or the Receiver to exercise any of its or his rights or powers under this Debenture.

11.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 11.1 (*Appointment*) shall do or purport to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 11.1 (*Appointment*).

12. APPLICATION OF MONEYS

All sums received by virtue of this Debenture by the Lender or the Receiver shall, subject to the payment of any claim having priority to this Debenture, be paid or applied in the following order of priority:-

12.1 first, in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Lender, or the Receiver (including, without limitation, legal expenses) and of the remuneration of the Receiver;

12.2 secondly, in or towards payment of the Secured Liabilities in such order as the Lender may at its discretion require; and

12.3 thirdly, as to the surplus (if any), to the person or persons entitled to such surplus, and section 109(6) of the LPA shall not apply.

13. PROTECTION OF THIRD PARTIES

13.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Lender, as varied and extended by this Debenture, and all other powers of the Lender, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Debenture.

13.2 Purchasers

No purchaser from or other person dealing with the Lender, any person to whom it has delegated any of its powers, or the Receiver shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, or whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise of any such power, and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

13.3 Receipts

The receipt of the Lender or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other person dealing with the Lender.

14. PROTECTION OF THE LENDER AND ANY RECEIVER

14.1 No liability

The Lender and any Receiver shall not be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise any of their respective powers under this Debenture.

14.2 Not mortgagee in possession

Without prejudice to any other provision of this Debenture, entry into possession of any Charged Property shall not render the Lender or the Receiver liable:-

14.2.1 to account as mortgagee in possession;

14.2.2 for any loss on realisation; or

14.2.3 for any default or omission for which a mortgagee in possession might be liable.

and if and whenever the Lender or the Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to go out of such possession.

14.3 Indemnity

The Chargor shall indemnify and keep indemnified the Lender, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which they may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Debenture or the Charged Property.

14.4 Currency protection

If any amount due to be paid to the Lender is, for any reason, paid in a currency (the "currency of payment") other than the currency in which it was expressed to be payable (the "contractual currency"), the Lender may wherever it thinks fit apply the amount of the currency of payment received by it in the purchase, in accordance with its normal practice, of the contractual currency, and if this results in any shortfall below the amount due in the contractual currency, after deducting all taxes, costs and commissions payable in connection with that purchase, the Chargor shall indemnify the Lender against the amount of the shortfall.

14.5 Continuing protection

The provisions of this Clause 14 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office.

15. PROVISIONS RELATING TO THE LENDER

15.1 Powers and discretions

The rights, powers and discretions given to the Lender in this Debenture:-

- 15.1.1 may be exercised as often as, and in such manner as, the Lender thinks fit;
- 15.1.2 are cumulative, and are not exclusive of any of its rights under the general law, and
- 15.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

15.2 Certificates

A certificate by an authorised officer of the Lender as to any sums payable to the Lender under this Debenture shall (save in the case of manifest error) be conclusive and binding upon the Chargors for all purposes.

15.3 Assignment

The Lender may assign this Debenture to any successor in title to any of the Secured Liabilities and the Lender may disclose any information in its possession relating to the Chargor, its affairs or the Secured Liabilities to any actual or prospective assignee.

15.4 Delegation

The Lender may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the rights, powers and discretions which are for the time being exercisable by it under this Debenture.

16. PRESERVATION OF SECURITY

16.1 Continuing Security

This Debenture shall be a continuing security to the Lender and shall remain in force until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other right, remedy or Security of any kind which the Lender may have now or at any time in the future for or in respect of any of the Secured Liabilities.

16.2 No Merger

This Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold for any other Secured Liabilities.

16.3 Waiver of Defences

Neither the Security created by this Debenture nor the obligations of the Chargor under this Debenture will be affected by an act, omission, matter or thing which, but

for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Lender) including:-

16.3.1 any time, waiver or consent granted to, or composition with, the Chargor or other person;

16.3.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any person;

16.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Chargor or other person or any non-presentation or non-observance of any formally or other requirement in respect of any instrument or any failure to realise the full value of any Security;

16.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person; or

16.3.5 an insolvency, liquidation, administration or similar procedure.

16.4 Order of Recourse

This Debenture may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security held by or available to any of them.

16.5 Suspense Accounts

The Lender may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as it may think prudent) any moneys received, recovered or realised under or by virtue of this Debenture on a separate or suspense account to the credit either of the Chargor or, at the sole discretion of the Lender if an Event of Default has occurred of the Lender as the Lender shall think fit, without any immediate obligation on the Lender's part to apply the same or any part of it in or towards the discharge of the Secured Liabilities.

16.6 New Accounts

If the Lender receives notice of any subsequent charge or other security interest affecting any of the Charged Property, the Lender shall be entitled to close the Chargor's then current account or accounts and to open a new account or accounts for the Chargor. If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice, and as from that time all payments made for the credit of the Chargor shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Chargor to the Lender at the time when it received such notice.

16.7 Reinstatement

If any payment by the Chargor or discharge given by the Lender (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:-

16.7.1 the liability of the Chargor and the Security created by this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

16.7.2 the Lender shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

17. RELEASE

17.1 Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Lender shall, or shall procure that its appointees will, at the request and cost of the Chargor:-

17.1.1 release the Charged Property from this Debenture; and

17.1.2 re-assign the Charged Property that has been assigned to the Lender under this Debenture.

17.2 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Debenture.

18. MISCELLANEOUS PROVISIONS

18.1 Severability

If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

18.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

18.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

18.2 Costs, charges and expenses

All costs, charges and expenses incurred or paid by the Lender or by the Receiver in the exercise of any power or right given by this Debenture or in relation to any consent requested by the Chargor, or in perfecting or otherwise in connection with this Debenture or the Charged Property, all sums recoverable under Clause 14 (*Protection of the Lender and any Receiver*) and all costs of the Lender (on an indemnity basis) of all proceedings for the enforcement of this Debenture or for obtaining payment of moneys by this Debenture secured, shall be recoverable from the Chargor as debts, and shall bear interest until payment at the rate or rates applicable to the account to which they are debited, or, if there is no such rate, at 2 per cent. over the Bank of England base rate from time to time.

18.3 Contracts (Rights of Third Parties) Act 1999

The Lender, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Debenture.

18.4 Counterparts

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

19. NOTICES

19.1 Communications in Writing

Each communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

19.2 Addresses

The address and fax number for any communication or document to be made or delivered under or in connection with this Debenture is:-

19.2.1 In the case of the Lender:

Centix House
Crow Lane East
Newton-le-Willows
WA12 9UY

Fax: +44(0)1925 273001

Attention: Richard Alnsough

19.2.2 In the case of the Chargor:

c/o John King
FDR Law
21 Bold Street
Warrington
England
WA1 1DG

Fax: 01925 230616

Attention: John King

or any substitute address, fax number, or department or officer as the Chargor may notify to the Lender (or the Lender may notify to the Chargor, if a change is made by the Lender) by not less than five Business Days' notice.

19.3 Delivery

19.3.1 Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:-

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

19.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender.

20. GOVERNING LAW

This Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

EXECUTED AND DELIVERED AS A DEED by the Chargor and executed by the Lender on the date set out at the beginning of this Debenture.

The Chargor

EXECUTED (but not delivered until
the date hereof) AS A DEED by
LANGTREE DARESBURY LIMITED
acting by:- *John Davies*

Director

In the presence of:-

Signature of witness:

Name of witness:

Address:

John Davies
FORSHAW'S DAVIES RIDGWAY LLP
21 BOLD STREET
WARRINGTON
CHESHIRE WA1 1DF

The Lender

EXECUTED (but not delivered until
the date hereof) AS A DEED by
LANGTREE LAND AND PROPERTY PLC
acting by:- *Edward Langtree*

Director

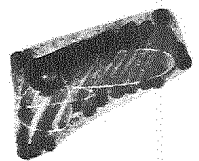
In the presence of:-

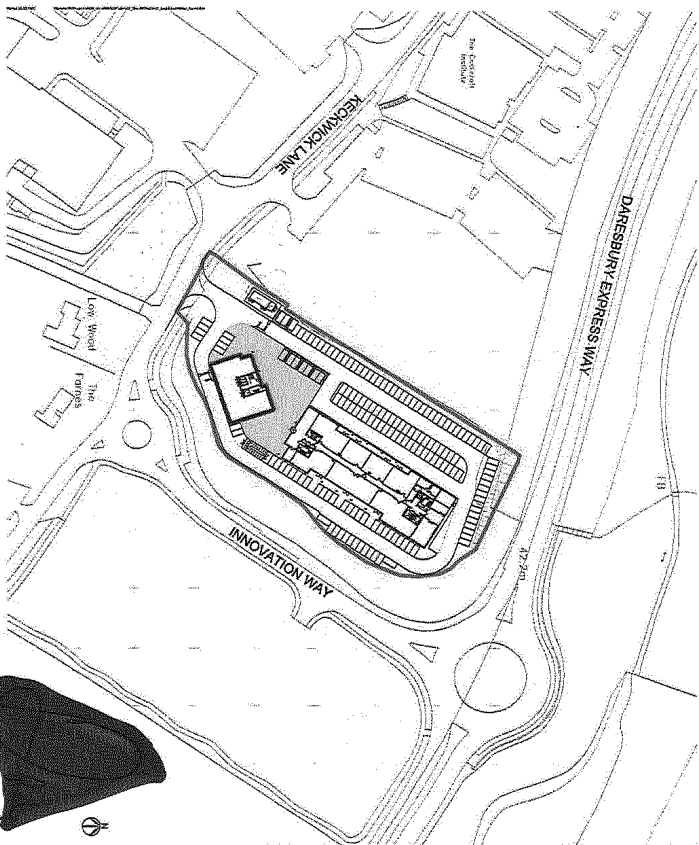
Signature of witness:

Name of witness:

Address:

John Lang
FORSHAW'S DAVIES RIDGWAY LLP
21 BOLD STREET
WARRINGTON
CHESHIRE WA1 1DF





THE DEVELOPER'S RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN IS LIMITED TO THE INFORMATION PROVIDED BY THE DEVELOPER TO THE CONSULTANT. THE CONSULTANT'S RESPONSIBILITY IS LIMITED TO THE INFORMATION PROVIDED BY THE DEVELOPER TO THE CONSULTANT. THE CONSULTANT'S RESPONSIBILITY IS LIMITED TO THE INFORMATION PROVIDED BY THE DEVELOPER TO THE CONSULTANT.

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SHEPARD ROBSON

ARCHITECTS
100, 110, 120, 130, 140, 150, 160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 260, 270, 280, 290, 300, 310, 320, 330, 340, 350, 360, 370, 380, 390, 400, 410, 420, 430, 440, 450, 460, 470, 480, 490, 500, 510, 520, 530, 540, 550, 560, 570, 580, 590, 600, 610, 620, 630, 640, 650, 660, 670, 680, 690, 700, 710, 720, 730, 740, 750, 760, 770, 780, 790, 800, 810, 820, 830, 840, 850, 860, 870, 880, 890, 900, 910, 920, 930, 940, 950, 960, 970, 980, 990, 1000



SCHEDULE 1

DETAILS OF LAND

The freehold property to be known as Tech Space 1 being the land edged red on the plan attached to this Schedule (but excluding the land edged blue on the plan attached) and currently forming part of the property known as SciTech Daresbury, Keeckwick Lane, Daresbury Warrington registered at HM Land Registry under Title Number CH601192

